

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re

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Chapter 7

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BOAZ BAGBAG,

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Case No. 08-12667 (MEW)

:

Debtor.

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**ORDER CONCERNING MOTION TO ENFORCE DISCHARGE
INJUNCTION WITH RESPECT TO NEW YORK STATE COURT JUDGMENT**

On June 26, 2018, the Debtor filed a *Motion for entry of an order: (1) declaring the order (the “State Court Order”) entered against the Debtor in an action captioned Alcobi v. Bagbag, Index No. 654572/2016, Supreme Court of the State of New York (the “State Court Action”) void ab initio pursuant to 11 U.S.C. § 524(a)(1); (2) declaring the “Payment, Settlement Agreement” (the “Settlement Agreement”) between the Debtor and Asher Alcobi (“Alcobi”) void and unenforceable pursuant to 11 U.S.C. §§ 524(c) and (d); (3) clarifying the Order of Discharge to declare the Alcobi claim discharged as a matter of law pursuant to 11 U.S.C. § 727(b) and enforcing the discharge injunction to discontinue the State Court Action with prejudice, as well as related relief (the “Motion”).* On September 6, 2018, Alcobi filed opposition to the Motion. A hearing on the matter was held on October 18, 2018 (the “Hearing”). For the reasons set forth at the Hearing and in the Court’s *Decision Regarding Motion to Enforce Discharge Injunction with Respect to New York State Court Judgment*, dated November 15, 2018, it is hereby

ORDERED, that the Debtor’s Motion is granted to the extent of declaring that the state court judgment, dated March 10, 2017, and any modified judgment that incorporates an award of attorneys’ fees and expenses entered in the State Court Action, is void and unenforceable; and it is further

ORDERED, that Alcobi be and hereby is enjoined from taking any action to enforce the judgment(s) that are the subject of the prior paragraph; and it is further

ORDERED, that the Settlement Agreement is not enforceable to the extent that it was made in whole or in part in consideration of events and obligations that occurred prior to the Debtor's bankruptcy filing in July 2008; and it is further

ORDERED, that Alcobi may pursue, in the state court, his contentions that pre-bankruptcy events and obligations had nothing to do with the Settlement Agreement, but shall not be entitled to relief on that theory except upon a determination by the state court that the Settlement Agreement was based solely on events that post-dated the Debtor's bankruptcy filing in July 2008 and in consideration of claims that arose entirely from those post-bankruptcy events, and not from earlier events; and it is further

ORDERED, that the Debtor's request that the Court undo other actions taken by other parties, or obligations incurred by other parties, is denied, without prejudice to further proceedings in the state court to determine the effect (if any) of the rulings set forth herein on those other parties.

Dated: New York, New York
November 15, 2018

s/Michael E. Wiles
UNITED STATES BANKRUPTCY JUDGE